

*Contract no. 1293*

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**AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION OF THE  
CAPE MAY COUNTY VOCATIONAL SCHOOL DISTRICT**

**AND**

**THE CAPE MAY COUNTY VOCATIONAL SCHOOL DISTRICT  
EDUCATION ASSOCIATION**

**FOR THE PERIOD**

**JULY 1, 1992  
THROUGH  
JUNE 30, 1994**

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PREAMBLE

This agreement entered into this , by and between the Board of Education of the Vocational Schools in the County of Cape May (New Jersey) hereinafter called the "Board," and the Cape May County Vocational School District Education Association, hereinafter called the "Association," is for the purpose of mutually recording terms and conditions for employment and is entered into after negotiations pursuant to Chapter 303 of the Public Laws of 1968 of the State of New Jersey.

The Association is the representative of the employees, hereinafter designated with respect to terms and conditions of employment. This agreement is effective on July 1, 1992 and expires on June 30, 1994.

ARTICLE I: RECOGNITION CLAUSE

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all full time personnel, inclusive of teachers, emergency and regularly certificated, library/media specialists, coordinators, guidance personnel, in-school suspension monitor, staff development specialists, aides, secretaries, custodial/ maintenance personnel, and cafeteria employees, but excluding administrative supervisory and confidential personnel.
- B. Within this agreement the term "employee" shall refer to all certified teaching personnel, emergency and regular; secretaries/clerical workers, maintenance workers/custodians, cafeteria aides, and aides unless specifically excluded below. Where terms and conditions apply only to a specific group that group shall be clearly identified.
- C. Excluded from this agreement shall be the superintendent, assistant superintendent/board secretary, principals, assistant principals; secretary to the superintendent, assistant to the business administrator/board secretary, secretary/purchasing; administrative secretary/business office, directors, and supervisors who are responsible for the evaluation and supervision of others; part-time employees (those working less than twenty-five hours per week); temporary employees and those working in funded programs such as JTPA/PIC work-study and summer employees.

D. In the event there is a disagreement between the parties as to the inclusion or exclusion of personnel from the coverage of this Agreement, and the parties are unable to resolve same, the matter shall be promptly referred to the Public Employment Relations Commission by the moving party for the resolution of the dispute.

E. All uses of singular gender shall include plural and all uses of masculine shall include feminine as appropriate.

## ARTICLE II: NEGOTIATION OF A SUCCESSOR AGREEMENT

### A. DEADLINE DATE

The parties agree to enter into collective negotiations over a successor agreement pursuant to Chapter 303 of Public Laws of 1968 of the State of New Jersey, as amended by Chapter 123, Public Laws of 1974: (NJSA 34:13A-1 to 34:13A-13) in good faith effort to reach agreement on all matters concerning the negotiable terms and conditions of employment. Negotiations shall begin according to the PERC guidelines, but not later than November 1 of the year preceding the expiration of the contract. Any agreement so negotiated shall apply to all employees, be reduced to writing, be ratified and signed by the Board and the Association.

### B. MODIFICATION

This Agreement shall not be modified wholly or in part at any time by the parties except by an instrument in writing duly executed by both parties.

### C. NEGOTIATING TEAM AUTHORITY

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be given all necessary power and authority to make proposals, consider proposals and make counterproposals in the course of negotiations. The full Board of Education and the Association retain the right to ratify or reject any agreements reached during negotiations.

## ARTICLE III: GRIEVANCE PROCEDURE

### A. DEFINITIONS

#### 1. GRIEVANCE

A grievance is a claim or complaint by a member of the Association based upon an alleged misinterpretation or misapplication of this agreement, or of policies of the Board of Education related to terms and conditions of employment. Non-reappointment of non-tenured members of the teaching staff will not be a subject of a grievance.

#### 2. GRIEVANT

A grievant is the person or persons or the Association making the claim.

#### 3. PARTY IN INTEREST

A party in interest is the person or persons making the claim and any person including the Association or the Board who might be required to take action or against whom action may be taken in order to resolve the claim.

### B. PURPOSE

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the grievance which may from time to time arise affecting the employees. Both parties agree that these proceedings will be kept informal and confidential.

### C. PROCEDURE

#### 1. TIME LIMITS

The number of days indicated at each level should be considered as a maximum and every effort should be made to

expedite the process. The time limits specified may, however, be extended by mutual agreement. Parties may agree whenever practicable to expedite grievances filed during the last 30 days of the school year.

## 2. LEVEL 1

A grievant shall first discuss the grievance with his principal or immediate superior within two weeks (14 calendar days) of the alleged act with the objective of resolving the matter informally. If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant, at the end of this time he shall set forth this exact grievance in writing within seven (7) school days to the grievance chairperson, principal or immediate superior. Said administrator shall communicate his decision to the grievant in writing within seven (7) school days of the receipt of the written complaint.

## 3. LEVEL 2

If the grievant is not satisfied with the disposition of his grievance at Level 1, or if no decision has been rendered within ten (10) school days thereafter, the grievant shall prepare a letter to simply and concisely state the grievance and contain a statement of the relief sought. The grievant or the Association shall refer said letter to the Board's chief school administrator within ten (10) school days. The chief school administrator will attempt to resolve the grievance as expeditiously as possible, but within a period not to exceed ten (10) school days of receipt of said letter. The chief school

administrator shall communicate his decision in writing along with supporting reasons, to the grievant and the principal.

#### 4. LEVEL 3

If the grievant is not satisfied with the disposition of his grievance at Level 2, or if no decision has been reached within ten (10) school days, within fifteen (15) school days thereafter the grievance may be referred to the Board of Education, in writing, through their secretary, for further consideration. The Board shall review the case and shall hold an informal hearing with the grievant. If no satisfaction by mutual agreement is realized within forty (40) calendar days of the hearing, the grievance within twelve (12) school days may be submitted to advisory arbitration by the written request of the Association or the grievant. Copies of such requests shall be sent to all parties in interest.

#### 5. LEVEL 4

a. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.

b. The arbitrator so selected shall issue his decision and award in compliance with the rules and regulations of the appointing agency. The arbitrator's decision shall be in writing and shall set forth his findings of fact and law, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing nor subtract anything from the agreement between the two parties. The decision of the arbitrator shall be submitted to the Board and the Association and shall be advisory only on the parties. However, if the Board rejects three (3) advisory arbitration awards in a row, the next arbitration award shall be binding.

c. The fees and all expenses of the arbitrator, including but not limited to the transcript, shall be shared equally by the Board and the Association.

D. RIGHTS OF MEMBERS TO REPRESENTATION

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by representative(s) selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its view at all stages of the grievance procedure.

2. No reprisals of any kind shall be taken by the Board, any member of the administration, the Association, or any

representative of the Association, against any individual for participation or failure to participate in the grievance procedure.

E. MISCELLANEOUS

1. MEETINGS

All meetings under this procedure shall be conducted in private and shall include only the parties in interest and their representatives. At the request of either party, witnesses shall be segregated or sequestered.

2. TIME LIMIT

A grievance may not be initiated at any level after two weeks (14 days) of the alleged act.

3. TIME LOSS

If the parties mutually agree to schedule any step of the grievance procedure during school hours, there shall be no loss of pay or benefits to the individuals involved.

4. Failure of the Board or its agents to respond within the time limits set forth in this Article will give the aggrieved party the right to appeal the grievance to the next level within the established time limits. Failure of the grieved party to appeal a decision at any level within the time permitted shall constitute resolution of the grievance at that level.

## ARTICLE IV: EMPLOYEE RIGHTS

A. No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any advantage, or given an adverse evaluation of his professional services without a valid reason.

### B. Required Meetings or Hearings

Whenever any person covered by this agreement is required to appear before the board or any committee, or member thereof concerning any matter which could adversely affect the continuation of that member in his office, position, employment or salary increment he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing present to advise him and represent him during such meeting or interview.

## ARTICLE V: ASSOCIATION RIGHTS AND PRIVILEGES

### A. RELEASE TIME FOR MEETINGS

Whenever any representative of the Association or any teacher participates in mutually scheduled meetings during working hours, in negotiations, conferences or other meetings, he shall suffer no loss in pay.

### B. USE OF SCHOOL BUILDINGS

The Association and its representatives shall have the use of school buildings at all reasonable hours when not otherwise in use for meetings, following approval by the building principal. The principal shall be notified at least 48 hours in advance of the time and place of all such meetings.

### C. USE OF SCHOOL EQUIPMENT

The Association may use designated school facilities and shall be assigned a typewriter, photocopier, calculating machine, overhead projector, 16mm projector, slide projector, record player, tape recorder, personal computer, and a VCR and a monitor when not otherwise in use. This equipment can only be utilized when the function for which it is primarily intended is not being used or assigned to a particular person in the course of their employment. None of the equipment referred to in this paragraph may be removed from the school premises. The Association shall pay for the cost of all materials and supplies incident to such use, and/or any repairs necessitated as a result thereof. The association shall request from the board secretary/board administrator the quantity of paper needed for association

purposes during the school year. This is the only paper that shall be used for the Association business. The cost to the Association shall be the same for which the district pays.

D. BULLETIN BOARDS

The Association shall have, in each school building, the use of a bulletin board in the teachers' dining room. All materials must be approved by the Association President. Copies of all materials to be posted on such bulletin boards shall be given to the building principal prior to posting but no approval shall be required. No material of a political nature shall be posted.

E. MAIL FACILITIES AND MAIL BOXES

The Association shall have the right to use the intra-district mail facilities and school mail boxes as it deems necessary upon notification of the building principal or other members of the administration. No material of a political nature shall be placed in the facilities, unless in sealed envelopes which do not disclose the nature of the material contained therein.

F. POLICIES

The Association secretary shall receive a copy of all new policies and procedures for inclusion in the association's copy of the policy book.

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## ARTICLE VI: EMPLOYEE WORK YEAR

### A. IN-SCHOOL WORK YEAR

#### 1. TEN (10) MONTH EMPLOYEES

a. The in-school work year for teachers and aides employed on a ten (10) month basis (other than new personnel who may be required to attend an additional two (2) days of orientation) shall not exceed a hundred and eighty-five (185) days.

#### b. 10 Month Personnel Employed Outside the In-School Work Year:

Employees whose job, in the view of the board of education, requires them to work days in addition to their ten (10) month contracts at a time other than the in-school work year shall be so notified prior to April 30 for the subsequent school year.

Payment for this time worked shall be as per a supplemental contract outlining the number of days to be worked, not to exceed 22, and the rate of pay based on the employee's per diem rate for the year in which employment occurs. The days when the work is assigned to occur shall be developed by the administrator in consultation with the employee(s) involved.

#### 2. TWELVE (12) MONTH EMPLOYEES

a. Twelve (12) month teachers, aides, secretaries/clerical workers, and maintenance workers/custodians shall be employed from July 1 to June 30 not to include days designated by the Board as holidays.

When an employee is on extended leave of absence, using accumulated benefit days, and that employee regularly works

twelve months, vacation and personal time will not accrue during leave of absence.

b. Vacation days for personnel serving under twelve-month contracts are earned on an accumulative per month basis up to a total of twenty-two (22) vacation days per year. Two (2) vacation days are credited for each month with the exception of July and August during which one day will be credited for each month. The number of days earned will be based only on whole months served in the contract.

Vacation days are available for twelve month employees only and may not be taken by teachers when pupils are in attendance, on in-service days or on other days when teacher attendance is required, unless permission is granted by the superintendent. Other employees may take vacation days at these times with permission of the superintendent. A vacation day application shall, be made at least three (3) school days prior to the day to be taken.

Unused vacation days may be carried over from one year (June 30) to the next year (July 1) on an accumulated total of thirty-three (33) such days available for vacation purposes. There will be no reimbursement for days in excess over the allowable accumulation.

An employee who resigns or is terminated forfeits any claims to vacation days that he does not use prior to the last day on the job. The Board may not pay for the unused vacation days of these employees. All requests for leave must receive supervisory

approval and meet the requirement of being at a time convenient for the best operation of the school system.

#### 4. DEFINITION OF IN-SCHOOL WORK YEAR

The in-school work year shall include days when pupils are in attendance, orientation days, and any other days in which attendance is required.

#### 5. EMERGENCY SCHOOL CLOSINGS

##### a. TEN (10) MONTH EMPLOYEES

1. Attendance shall not be required whenever student attendance is not required due to inclement weather or some other emergency.

2. Any employee already off work for an illness or a personal day shall not be charged for that day.

##### b. TWELVE MONTH EMPLOYEES

1. During emergency closings custodians as designated by their supervisor and/or the building principal, shall report to work as necessary.

a. The employee must come to work to get credit for working. If the superintendent directs the employee to stay home or to leave early, the employee will be credited with a full day's work.

b. An employee already off work for illness shall be charged a sick day.

2. The following options may be exercised when school is closed to students due to inclement weather or some other emergency.

a. The employee may come to work and get credit for working. If the employee is unable to arrive on time or if the weather becomes worse causing the superintendent to direct the employee to leave early, the employee will be credited with a full day's work.

b. After conferring with his immediate superior, the employee may chose to remain at home. The employee shall have the option of designating the day as one of either personal or vacation leave.

c. An employee already off work for illness shall be charged with a sick day.

## ARTICLE VII: EMPLOYEE WORK HOURS

### A. EMPLOYEE DAY

#### 1. CHECK-IN AND CHECK-OUT PROCEDURE

Employees shall record their presence for duty by indicating the exact time of arrival and departure in the appropriate column of the "sign-in" roster in the building or as directed by the administration. In cases where the above has not been adhered to the "sign in" roster will be changed to reflect the accurate time after the employee and his manager have discussed the matter.

#### 2. LENGTH OF DAY

The starting and ending of the work day shall be determined by the superintendent but must be approved by the Board of Education.

The following day lengths shall apply:

1. Regular teachers, media specialists and aides: 7 hours  
Beginning with the 1993-94 school year
  - a. The secondary teacher day will consist of eight (8) periods plus lunch.
  - b. Secondary teachers shall have six (6) instructional periods, one (1) duty period, and one (1) preparation period per day.
  - c. Secondary teachers may volunteer to teach an additional period in lieu of their assigned duty period.

2. Certified personnel other than regular classroom teachers: 7 1/2 hours i.e., coordinators, and guidance personnel.
3. Maintenance/custodians: 8 hours
4. Secretaries: 7 1/2 hours
5. Starting and stopping times which deviate more than two (2) hours from the regularly established hours must be mutually acceptable to both parties.

#### 3. OVERTIME

Custodians and secretaries shall be paid at time and a half for time which they actually work in excess of 40 hours in any work week.

Benefit days not worked are to be counted toward the 40 hours or beyond.

Only time which has been assigned by management will be counted.

#### 4. SCHOOL EMERGENCIES

Every attempt will be made to notify employees when their attendance shall not be required because of school emergencies.

#### 5. LUNCH PERIODS

All employees shall have a duty free lunch period. They shall recognize their responsibilities and perform accordingly under emergency conditions. Employees may leave school facilities with prior written notification to immediate supervisor or his designee and notification in the sign-out sign-in book.

## 6. TARDINESS

All employees are expected to report on time and to follow the check-in procedure. Persons reporting late for work will be charged a tardy. Six (6) tardies will result in the charge of a personal day. Any tardiness beyond one (1) hour will be charged a half (1/2) personal day. Employees who expect to be more than 15 minutes late shall contact their supervisor to explain the circumstances of their tardiness and advise as to when they expect to report to work. A tardy beyond two (2) hours will result in the loss of a full personal day. In the event the member has exhausted his personal days a sick day will be charged. If no sick days are available the member will be charged a day's pay. This provision will also apply to lunch periods.

## 7. EARLY LEAVING

In cases of emergencies or hardship, requests to leave before normal ending time may be made through the manager to the superintendent.

## B. MEETINGS

1. Teachers and aides may be required to remain after the end of the regular work day without additional compensation, for the purpose of attending formal faculty meetings or other professional meetings for two (2) days and one (1) curriculum meeting each month for a maximum of two hours per month when needed excepting in the case of emergencies when additional meetings may be needed. This provision does not apply to teachers new to the district who may be required to participate in

additional meetings. Each group of building teachers will not be required to attend more than five (5) evening assignments each school year without additional compensation.

2. Secretaries/clerical workers and custodians/maintenance workers may be required to remain after the end of the regular work day without additional compensation, for the purpose of attending formal meetings for one (1) day each month for a maximum of one (1) hour per month when needed except in the case of emergencies when additional meetings may be needed.

C. TEACHER COVERAGE

Instructors will provide supervision at all times for students who are assigned to them and will provide supervision at other times and in areas other than the classroom when they observe unsatisfactory student behavior.

Beginning with the 1993/94 school year, when a teacher is assigned by the administration to cover a teaching class period of another teacher, the assigned teacher shall be paid \$13.00 for each preparation period lost.

Assignment to an additional teaching period in lieu of a duty period is at the discretion of the administration.

D. Normal teaching responsibility shall include developing, modifying or maintaining an up-to-date course of study outline and proficiencies for the subjects assigned to each teacher.

## ARTICLE VIII: EMPLOYMENT AND RENEWAL OF PERSONNEL

### A. CERTIFICATION

The Board agrees to attempt to hire teachers holding certificates issued by the New Jersey Board of Examiners for every teaching assignment.

### B. NOTIFICATION

Teachers with standard certificates, secretaries/clerical workers, custodians/maintenance workers and twelve (12) month aides shall be notified by the Board of Education of their current contract and salary status for the ensuing year no later than April 30, subject to statutory and administrative code requirements.

Teachers with emergency or provisional certificates shall be notified by the Board of Education of their current contract and salary status for the ensuing year no later than August 1, subject to statutory and administrative code requirements.

Ten (10) month aides shall be notified by the Board of Education of their current contract and salary status for the ensuing year no later than June 1.

### C. LENGTH OF NOTICE

All contracts between an employee and the board of education may at any time be terminated by either party giving to the other sixty (60) days notice in writing of intention to terminate the same.

D. Custodial and maintenance employees whose jobs require a Black Seal Boilerman's license shall be hired on a provisional basis for a period of ninety (90) days if they do not possess the license at the time of hire. If, after ninety (90) days, they have not acquired the license, their employment may be immediately terminated.

**ARTICLE IX; VACANCIES, REASSIGNMENT AND NEW POSITIONS - ALL EMPLOYEES**

A. When vacancies occur, employees desiring a change in employment, classification and/or work area assignment, shall make their request in writing to the Superintendent of Schools or his designee.

B. Vacancies, except those filled by the transfer of an existing or RIF'd employee shall be posted.

## ARTICLE X: EMPLOYEE EVALUATION

A. Personnel evaluations shall be performed for all employees by appropriately certified supervisors according to employees' tenure status and job description in full compliance with state law and regulation. The minimum number of evaluations for each group will be as follows:

1. Untenured Personnel

- a. Certificated - three (3) per year all to occur prior to April 30, with at least one (1) each semester.
- b. Uncertificated, employed for three (3) full years or less - two (2) per year.
- c. Uncertificated, employed longer than three (3) full years - one (1) per year.

2. Tenured Personnel

- a. Certificated -
  1. One (1) supervisory evaluation to occur at any time during the year.
  2. One (1) annual performance review to occur in the second semester.
- b. Non-certificated - one (1) per year to occur at any time during the year.

B. Observations involved in personnel evaluation shall be conducted openly and with full knowledge of the employee at times determined by the administration. Each evaluation shall be followed within fifteen (15) days by a conference between the supervisor and the employee at which time both shall sign the

completed evaluation instrument. The staff member shall have the opportunity to submit a disclaimer to the evaluation within ten days.

C. The evaluation instruments shall be developed by the administrative staff. An evaluation committee comprised of certified supervisors, instructors and administrators shall be formed for review and advisory purposes when necessary.

## ARTICLE XI: SICK LEAVE

A. Sick leave is defined to mean absence from post or duty because of personal disability due to illness or injury (non-job related) or as a result of medically documented contagious disease in the employee's immediate household.

### B. EXTENDED SICK LEAVE

An employee may be granted an extended sick leave due to a medical disability which is substantiated by a physician. During the period of the employee's medical disability accumulated sick leave benefits shall be paid until such benefits are exhausted or the medical disability has terminated, whichever is shorter.

All extended sick leave necessary beyond the employee's accumulated sick leave will be governed by the district's regular leave of absence policy.

C. The Board retains the right to place an employee on sick leave for any of the following reasons:

1. Whenever the employee's physical condition adversely affects ability to continue to provide effective service.

2. The physical condition or capacity is such that the employee's health would be impaired if permitted to continue working, and if:

a. the employee fails to produce a certificate from a physician stating that said employee is medically able to continue work, or

b. the Board of Education's physician and the employee's physician agree that said employee cannot continue working, or

c. following any difference of medical opinion between the Board's physician and the employee's physician, the Board requests expert consultation in which case the Cape May County Health Officer shall appoint an impartial third physician who shall examine the employee. This physician's medical opinion shall be conclusivs and binding on the issue of medical capacity to continue work. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the employee and the Board.

D. Upon an employee's return from sick leave, the Board may require said employee to produce a certificate from a physician showing that said employee is capable of working. If the Board's physician is in disagreement, that conflict of medical opinion shall be resolved in the same manner as is set out in paragraph C-2c, of this Article.

E. In charging an employee with sick leave the smallest unit to be considered will be a partial absence of up to one (1) hour either at the beginning or ending of the day, or during the work schedule. An accumulation of six of tbese partial absences will result in the loss of a sick day.

If an employee reports to work and becomes sick on the job he will be charged with half a sick day if he has already spent half of the time required for working a full day in his position. If he works for less than half the time rsquired for a full day in his position he will be charged with a full day's sick leave.

F. All staff members shall personally report all unexpected absence and request all leave at the earliest possible time.

1. All staff members must notify the building principal or their immediate supervisor, or their designee, at the school by telephone before 7:30 a.m. (1992/93) and 7:00 a.m. (1993/94) on a day on which they will be unexpectedly absent on account of personal illness. If the absence continues for more than one day notification must be given before 7:30 a.m. on each succeeding day, unless this procedure is waived by the principal or supervisor.

2. On return, the staff member must contact the building principal or their immediate supervisor at the start of the work day.

G. Except in case of emergency, an employee who is absent (but not tardy) and does not notify the school by the time stipulated in F-1, may forfeit pay for the day(s) missed.

H. Ten (10) month employees shall be entitled to ten (10) sick days per year.

I. Twelve (12) month employees shall be entitled to twelve (12) sick days per year.

J. Unused sick days may accumulate from year to year with no limitations

K. Employees shall be notified by September 30th of each school year of unused sick days that they have accumulated and the amount of cumulated medical reimbursement available.

L. Anyone employed after the regular starting date of his contract year shall be credited with sick leave on a pro-rata basis calculated at one day per month. The number of days credited shall be based only on whole months to be served in the contract. Such days will be available for use upon commencing employment.

M. Upon retirement in accordance with the pension plan or vesting under such plan, employees will receive a sum of money equal to one third (1/3) of their daily wages at the time of termination multiplied by the accumulated number of sick days. Daily rate will be figured in the following manner:

10 months - 1/200th

12 months - 1/240th

Retirement shall be defined as a formal application through the secretary of the board of education to the state pension fund for retirement allowance.

O. The sum of money paid under paragraph N above shall not exceed \$6,500.00 for 1992-93 and \$7,000.00 for 1993-94.

## ARTICLE XIII: EXTENDED LEAVES OF ABSENCE

### A. UNPAID LEAVES OF ABSENCE

The Board of Education may at its discretion grant an unpaid leave of absence to an employee. The employee must request the leave, in writing, at least thirty (30) days in advance of the first day of the requested leave.

In the event that a leave of absence is granted, the Board agrees only to permit the employee to return to a position for which he is qualified in consideration for the promise to return to service in the district. Accrued seniority rights and/or benefits are not diminished by an employee's unpaid leave of absence, but no new rights are acquired. Time elapsed during unpaid leave of absence does not count toward accrual of tenure. An employee on unpaid leave of absence may not claim sick leave if a disability occurs during the period of the leave. The employee is entitled to return to the district at the end of the leave time but is not entitled to a position before that time. An employee who extends the leave of absence without express authorization of the Board is no longer on leave of absence but has abandoned his or her position.

The Board reserves the right to determine whether any employee on leave is using the time in accordance with the stated purpose of the leave. Violation of the terms of the leave shall be cause for terminating it.

The Board reserves the right to determine whether any absence reaffirms the intention to return, in writing, at least

sixty (60) days before the scheduled termination of the leave. Failure to do so will be grounds for termination of employment.

The Board shall not be required to continue the leave of absence of a non-tenure employee beyond the school year for which he was hired or to offer tenure or a new contract.

B. MATERNITY LEAVE

All leaves of absence requested or taken by employees for reasons associated with pregnancy or maternity shall be governed, as appropriate, by the sections of this contract on unpaid leaves of absence and sick leave.

During the month preceding and the month following child birth, when the employee is presumed to be disabled, she will be entitled to accumulated sick leave benefits. Should disability occur earlier in the pregnancy or continue for more than one month following birth, the employee may use additional accumulated sick leave benefits if she presents a physician's statement attesting to her continued disability.

Maternity leaves for periods where the employee is not disabled may be granted for up to six months at the Board's discretion in accordance with the regular unpaid leave policy.

No employee will be required to take unpaid leaves of absence for pregnancy. The Board may at its discretion require periodic physician certification of the employee's continued fitness to perform her duties. Upon request, a doctor's certificate will be needed during the one month periods prior to and following birth as the employee is presumed to be disabled during this time.

As the Board permits employees to work until they are disabled by pregnancy, should an employee choose to take an unpaid leave prior to any actual disability, she will not be able to receive sick leave benefits when disability does occur.

CAPE MAY COUNTY VOCATIONAL SCHOOLS  
Crest Haven Road  
Cape May Court House, New Jersey

**INFORMATION TO APPEAR ON PERSONAL BUSINESS/VACATION DAY FORM**

(circle one)

Name \_\_\_\_\_ School \_\_\_\_\_

### Position

I am requesting the date(s) indicated below for personal business:

I am requesting the days indicated below for vacation:

Signed

Date

Superintendent's signature

( ) Approved      ( ) Disapproved

FORMS MUST BE FILLED OUT IN TRIPPLICATE AND SUBMITTED TO THE  
SUPERINTENDENT THREE (3) DAYS PRIOR TO DAY(S) REQUESTED.

## ARTICLE XIV: REIMBURSEMENT

### A. TUITION

1. The Board agrees to pay full tuition costs for approved courses, up to six (6) credits based on current fees charged by state colleges for in-state residents. Persons not attending a state college will be reimbursed based on current fees charged by Glassboro State College. Courses must be approved in advance by the superintendent and be appropriate and/or required for teaching in a vocational-technical school. Reimbursement will be made by the Board upon presentation of evidence of successful completion of the course(s), within thirty (30) days after submission.

### B. TRAVEL

1. If a staff member is requested by the superintendent to attend a staff development activity, he will be compensated for travel and fees directly related to that activity at a rate of twenty-two cents (\$.22) per mile for 1992-93 and twenty-four cents (\$.24) per mile for 1993-94.

Reimbursement will be by cash or district check.

C. If an employee obtains a Class 1 bus driver's license, he will be reimbursed for the difference between the license and the automobile operators license fees as set by the New Jersey Division of Motor Vehicles.

## ARTICLE XV: SALARY

A. The salaries of all personnel covered by this agreement are set forth in the schedules which are attached hereto and made a part of the negotiated agreement. No additional steps will be added to the salary guide. Employees who were at maximum shall receive the new maximum plus an amount equal to an increment in the 1993-94 school year.

The parties agree that the attached schedules shall be the salary guides for the term of this agreement. Should the State of New Jersey enact legislation during the term of this agreement that creates an increase in the mandatory minimum salary for teaching staff members' salaries, the only change to the attached salary guides shall be to raise applicable teaching staff members' salaries that are below that mandatory minimum salary up to that mandatory minimum salary.

B. New employees may be placed on the salary guides according to their teaching, industrial, and military experience beyond the certification requirements to a limit of step eight on the guide. Subsequent incremental steps will be consistent with the guide.

C. Employees will be placed on the salary guide and their subsequent incremental steps will be consistent with the guide.

D. Ten month employees shall receive twenty pays from September 1st to June 30th with the increment effective as of September 1st.

E. Twelve month employees shall receive twenty-four pays from July 1st to June 30th with the increment effective as of July 1st.

F. Pay days shall be the 15th and 30th of each month unless those days fall on Saturday or Sunday or a scheduled school holiday, then payment shall be made on the last school district business day prior to the holiday(s). Ten (10) month staff shall receive their final check and/or checks on their last working day in June.

G. All salary provisions are based on the premise that the employee is properly certified, and, if holding an emergency or provisional certificate, working towards regular certification.

H. Notice to the Board concerning change or anticipated change for the purpose of reclassification on the salary guide must be made in writing to the superintendent prior to July 1 in order for the adjustments to become effective for that school year.

I. Evaluation of credits or earned degrees for salary purposes includes substantiation through official transcripts.

J. To be eligible to be recommended for full salary increment, the employee must begin work on or before February 1 of the contractual year. Persons who cannot meet this test shall not be eligible for a salary increment until the conclusion of the next fiscal year.

K. When necessary to figure a daily rate for employees 1/200th of the annual base salary shall be used for ten month employees, and 1/240th of the annual base salary shall be used for twelve month employees.

L. Longevity payments will be paid to employees as follows. To be eligible for a year's service the employee must begin service on or before February 1.

Years 1 - 4.....	\$ 0
Years 5 - 10.....	\$ 300.00
Years 11 - 15.....	\$ 500.00
Years 16 - 20.....	\$ 800.00
Years 21 and over.....	\$1,200.00

M. When an employee has taken no sick days during the contract year, he/she will be eligible for a "wellness" payment. The total amount of money available for each year, 1992-93 is \$3,250.00 and 1993-94 is \$4,000.00, which will be divided equally by all those employees who meet the attendance requirements. This payment will be made not later than July 30th of the following contract year. The tardiness provisions of this Agreement (Article VII, section 6) shall apply to this benefit.

N. Beginning with the 1993/94 school year home bound instruction shall be paid at the rate of \$15.00 per hour and mileage to the assignment from the school.

## ARTICLE XVI: INSURANCE

A. During the lifetime of this Agreement, the Board shall continue to provide Blue Cross, Blue Shield PACE Plan, Major Medical and Rider J hereafter known as the "basic coverage" for employees and their immediate families covered under this Agreement. The Board intends to place this coverage in its own group under Blue Cross & Blue Shield and a major medical carrier.

An employee who elects PruCare is responsible to pay the difference (if any) between the basic coverage and PruCare through monthly payroll deductions. The difference for 1990-91 is listed below. The difference for the contractual year 1991-92 will be calculated when health care rates are established by the respective companies in June, 1991.

single -	none
husband/wife -	none
parent/child -	none
family -	29.23

B. The Board reserves the right to change insurance carriers, so long as substantially similar benefits are provided.

C. Each employee shall be reimbursed for up to three hundred (\$300.00) dollars of miscellaneous medical expenses in each fiscal year not otherwise covered by paragraph A.

Such reimbursements will be considered for payment twice per year, (first two weeks in December and the first two weeks in June) through the business office. Amount not used may be carried into subsequent years.

D. Employees who have medical insurance coverage elsewhere may waive such coverage by the Board of Education and receive \$1,000.00. If medical insurance is waived, it must be for a whole school year and may not be reapplied for until the open enrollment period of the next school year (currently September 1). Open enrollment applications must follow the time lines set by the medical insurance carrier.

Notice of desire to waive medical insurance shall be submitted to the business office by June 15 of the prior school year. Employees new to the district must indicate intention to waive coverage at the time of completing employment documents.

Full-time personnel who waive medical insurance will receive reimbursement of \$1,000.00 on or before November 30 of the school year in which it is waived. Such reimbursement will be pro-rated based on contract length for part-time salaried personnel.

Personnel who begin employment after September 1 and waive coverage will be eligible to receive reimbursement at the rate of \$100.00 per month for waiving medical insurance and be reimbursed on or before May 30 of the school year in which it is waived.

E. Medical insurance benefits for personnel on a leave of absence will be paid by the district for a period of ninety days after the last day on the job or the last day of paid sick leave. After this period, the employee shall assume the costs of medical insurance under the provisions of the Consolidated Omnibus Reconciliation Act (COBRA). Payment for medical insurance costs shall be due prior to the period to be covered by the payment.

ARTICLE XVII: TRANSFERS

- A. Unless in the determination of the administration that such notice would cause a problem, employees covered under this agreement shall be given thirty (30) days advance notice of an involuntary transfer.
- B. In the event of an involuntary transfer, the affected employee may request a meeting with his immediate supervisor to discuss the transfer.
- C. Any employee shall be permitted to apply for a voluntary transfer.

ARTICLE XVIII: PROTECTION OF EMPLOYEES AND PROPERTY

A. The Board shall reimburse employees for the reasonable cost of any clothing or other personal property damaged or destroyed while the employee was acting in the discharge of his duties within the scope of his employment.

B. The Board shall protect employees through appropriate insurance against loss for the cost of medical, surgical or hospital services incurred as the result of any injury sustained in the course of his employment.

## ARTICLE XIX: TEACHER - ADMINISTRATION COUNCIL

A teacher-administration council shall be established and shall meet with the superintendent no later than October 15 of each school year and from time to time thereafter as the need arises.

The council shall consist of five representatives selected by the Association and three persons appointed at large by the superintendent.

The purpose of the council is to periodically review and discuss local school matters and practices as well as administrative procedure and policy.

ARTICLE XX: MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. It is understood that the maintenance of classroom control is considered to be the responsibility of each individual teacher.
- B. However, if in the judgement of a teacher, a student is by his behavior seriously disrupting the instructional program to the detriment of other students, the teacher may temporarily exclude the student from the classroom with a written note, and refer him to the next higher authority.
- C. Teachers shall be responsible for the supervision of school property and for school materials assigned to them. Any loss or damage to such property or materials shall be reported as soon as uncovered by the teacher.

**ARTICLE XXI: IN-SERVICE**

Items for potential in-service topics or meetings may be submitted by any employee and if acceptable to the administration will be included in future in-service meetings.

## ARTICLE XXII: SABBATICALS

- A. Any employee with more than seven (7) years continuous service may apply for a sabbatical leave.
- B. The Board will consider each such request for a sabbatical leave on its own merit, on a case by case basis.
- C. The Board may, in its sole discretion approve or disapprove the request for a sabbatical leave.
- D. In the application for the sabbatical the employee shall set forth the terms requested for the sabbatical.

**ARTICLE XXIII: MANAGEMENT RIGHTS**

The parties agree, except as expressly set forth in this agreement, that the Board retains all rights, sources and authority to manage the affairs of the school district, and control and direct the activities of the district employees during their hours of employment.

## **ARTICLE XXIV: EXTRACURRICULAR ACTIVITIES**

Coaches shall be observed a minimum of one time per sport season and co-curricular advisors shall be observed a minimum of one time per year.

Payment to personnel accepting extracurricular activity assignments shall be as set forth on the schedule hereto attached.

Personnel assigned extracurricular responsibilities shall remain until the end of the extracurricular event.

Teachers accepting year long activities positions shall receive forty percent of the stipend in December and sixty percent with their last pay in June.

Coaches will not receive payment of coaching salary until all equipment, uniforms, or other miscellaneous materials have been accounted for by the assistant principal and all other terms of the coaching agreement have been satisfactorily completed.

ARTICLE XXV: DURATION OF AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

This Agreement shall be effective as of the date of signing this Agreement and shall continue in effect from July 1, 1992 to June 30, 1994 and subject to the Association's right to negotiate over a successor Agreement as provided in Article II.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year written below.

CAPE MAY COUNTY VOCATIONAL SCHOOL DISTRICT EDUCATION ASSOCIATION

President

Secretary

Date

6-25-92

BOARD OF EDUCATION OF THE VOCATIONAL SCHOOLS IN THE COUNTY OF CAPE MAY

President

Secretary

Date

6-25-92